

Contract no. 1569

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RUTGERS UNIVERSITY

AGREEMENT  
Between  
TOWNSHIP OF EWING  
SANITATION DEPARTMENT

and

LOCAL 2314  
AMERICAN FEDERATION OF STATE, COUNTY,  
AND MUNICIPAL EMPLOYEES, AFL-CIO

January 1, 1991 - June 30, 1991

4W  
M.G.P.

## TABLE OF CONTENTS

AGREEMENT.....	3
ARTICLE I	
SECTION I RECOGNITION.....	3
SECTION II NO STRIKE CLAUSE.....	4
SECTION III DUES & DEDUCTIONS.....	4
SECTION IV SAVE HARMLESS CLAUSE.....	7
SECTION V UNION REPRESENTATIVES.....	7
SECTION VI EQUAL TREATMENT & NONDISCRIMINATION.....	8
ARTICLE II - MANAGEMENT RIGHTS.....	8
ARTICLE III - SENIORITY.....	9
ARTICLE IV	
SECTION I LEAVES OF ABSENCE.....	11
SECTION II BEREAVEMENT PAY.....	13
SECTION III OCCUPATIONAL INJURY.....	14
SECTION IV UNION BUSINESS.....	15
SECTION V MILITARY LEAVE.....	15
SECTION VI JURY DUTY.....	15
SECTION VII NON-PAID LEAVE OF ABSENCE.....	16
ARTICLE V - GRIEVANCE PROCEDURE.....	17
ARTICLE VI	
SECTION I HOURS OF WORK.....	20
SECTION II WORK SCHEDULE.....	20
SECTION III OVERTIME.....	21
SECTION IV CALL IN TIME.....	22
SECTION V PAY SCALES OR RATES OF PAY.....	23
ARTICLE VII - HOLIDAYS.....	23
ARTICLE VIII - VACATIONS.....	25
ARTICLE IX - GENERAL PROVISIONS.....	28
ARTICLE X - INSURANCE & RETIREMENT BENEFITS.....	32
ARTICLE XI - ACCESS TO PERSONNEL FOLDER & EVALUATION..	35
ARTICLE XII - PERSONAL DAYS.....	36
ARTICLE XIII - MEMBERSHIP PACKETS.....	36
ARTICLE XIV - FOSTING OF JOBS.....	36
ARTICLE XV - WORK UNIFORMS.....	37
ARTICLE XVI - UNUSED SICK LEAVE - RETIREMENT.....	37
ARTICLE XVII - WAGES.....	38
ARTICLE XVIII - TERM OF CONTRACT.....	39
ARTICLE XIX - SEPARABILITY & SAVINGS.....	39
ARTICLE XX - FULLY BARGAINED PROVISION.....	39
APPENDIX A .....	40

*-Longevity  
29*

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July 1991, by and between the TOWNSHIP OF EWING, Sanitation Department, Mercer County, Trenton, New Jersey, hereinafter referred to as the "Employer", and Local 2314, Council No. 73, AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter called the "Union";

8th August *fw*  
MQP

WITNESSETH:

WHEREAS, it is the desire of the parties to promote mutual cooperation and harmony and to formulate rules for the guidance of the parties:

NOW THEREFORE, in consideration of the mutual promises made by each of the parties to the other and good and valuable consideration in the promises, the parties hereto agree as follows:

ARTICLE I

SECTION I:

RECOGNITION

The Employer recognizes the Union as the sole and/or exclusive bargaining agent for the purposes of establishing salaries, wages, hours and other conditions of employment for all of its employees in the classification listed under Appendix A attached hereto, and by reference made a part of this Agreement, and for such additional classifications as the parties may later agree to include.

SECTION II:

NO STRIKE CLAUSE

It is agreed that during the term of this Agreement, neither the Union, its officers or members, shall instigate, call, sanction, condone, or participate in any strike, slowdown, stoppage of work, boycott, picketing, or willfull interference with production, transportation or distribution and that there shall be no lockout of employees by the Employer.

In the event that any of the employees violate the provisions of the above paragraph, the Union shall take necessary steps to have the members who participate in such action back to their jobs, forward copies of such order to the Employer and use every means at its disposal to influence the employees to return to work.

SECTION III:

DUES AND DEDUCTIONS

A. Upon receipt of a lawfully executed written authorization from an employee, the Township of Ewing agrees to deduct the regular monthly Union dues of such employee from his or her paycheck, and remit such deduction by the tenth (10th) day of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union will notify the Township, in writing, of the exact amount of such regular membership dues to be deducted.

Any employee shall be eligible to withdraw such authorization only as of July 1 of each year provided notice of withdrawal is filed timely between June 15 and June 25 with the payroll clerk.

B. The Employer agrees to deduct, in accordance with the F.L. 1979 Chapter 477, as it relates to Agency Shop provisions, from the pay of each employee covered by this Agreement who does not furnish written authorization for deductions of Union dues, a representation fee equal to eighty-five (85%) percent of Union dues, as may be certified to the Employer by the Union at least thirty (30) days prior to the month in which deductions of dues is to be made, commencing on the first (1st) pay after completion of thirty (30) calendar days following the beginning of their employment in a bargaining unit position. Representation fees shall be withheld on the first (1st) pay after the completion of ten (10) calendar days following re-entry into a bargaining unit for employees who previously served in bargaining unit positions.

1. If, during the course of the year, the non-member becomes a Union member, the Employer shall cease deducting the representation fee and commence deducting the Union dues beginning with the first (1st) pay check representing the pay period ten (10) calendar days after written notification of the change in status. Conversely, if during the course of the year a Union member directs the Employer to cease Union dues deductions in a manner appropriate under the terms of this Agreement the Employer shall commence deduction of the representation fee with the first (1st) pay check representing the pay period ten (10) calendar days after written notification of the change in status. After deduction, representation fees shall be transmitted to the Union in the same manner, and in the same time as Union dues.

This provision is to become effective upon execution of this Agreement by both parties and upon the Union submitting a list of non-Union members in the bargaining unit to the Employer.

2. AFSCME Local 2314 and Council #73, affiliated with the International AFSCME, AFL-CIO, do and shall indemnify, defend and save harmless, the Township of Ewing against any and all claims, demands, suits, or other forms of liability that shall arise out of any check-off deductions provided for in this ARTICLE I.

SECTION III.

3. Further, in consideration for the Township of Ewing's action in implementing Agency Shop, (P.L. 1979 c 407, amending N.J.S.A.34:13A-5 et seq.) AFSCME Local 2314 and Council #73, affiliated with the International AFSCME, AFL-CIO, does agree to reimburse the Township of Ewing for court costs, fees, and judgments incident to suits or other forms of liability that may be incurred by the Township of Ewing that shall arise out of any of said check-off deductions.

4. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement, so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Township of Ewing.

IN WITNESS WHEREOF, AFSCME Local #2314 and Council #73, affiliated with the International AFSCME, AFL-CIO, has entered into this Agreement as contained in aforesaid ARTICLE I, SECTION III, DUES AND DEDUCTIONS, and caused same to be executed by its duly authorized officer or agent on this 8th day of August 1991. *fw*  
*M.J.S.*

BY: /s/Donald B. Dileo  
For John J. Merkel  
International Vice-  
President and Executive  
Director of Council 73  
AFSCME

#### SECTION IV:

##### SAVE HARMLESS CLAUSE

The Union agrees to indemnify and hold the Township harmless against any and all claims, suits, orders or judgments brought or issued against the Township as a result of any action by the Township under the provisions of Article I.

#### SECTION V:

##### UNION REPRESENTATIVES

Representatives of the Union, who are not employees of the Township of Ewing, shall be admitted on the premises of the Employer for Union business solely and by the International Representative presenting himself to the present head of the Department or his designee prior to the discussion of Union business.

The Township agrees to recognize a maximum of two shop stewards selected by the Union, one from the Sanitation Transfer Station, and one from the collecting group. A steward shall be granted a reasonable amount of time during his working hours,

without loss of pay, to interview an employee's immediate supervisor.

The Union president shall be granted a reasonable amount of time during his regular working hours, without loss of pay, to present, discuss and adjust grievances with the Township. Neither a steward nor a Union officer shall leave his work without first obtaining the permission of his immediate supervisor, which permission shall not be unreasonably withheld.

#### SECTION VI:

##### EQUAL TREATMENT AND NONDISCRIMINATION

The Employer and Union agree that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, political affiliation, physical handicap, marital status, union membership or union activities.

The Township and the Union agree not to interfere with the right of employees to become or not to become members of the Union and further that there shall be no discrimination or coercion against any employee because of union membership or, non-membership.

#### ARTICLE II

##### MANAGEMENT RIGHTS

It is recognized that the management of the Township, the control of its properties and the maintenance of order and efficiency, is solely a responsibility of the Township. Accordingly, the Township retains the rights, including but not limited to, select and direct the working forces, including the right to hire, suspend, or discharge for just cause, assign,

promote or transfer within the Department, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work, decide the number and locations of its facilities, stations, etc., determine the work to be performed within the unit, maintenance and repair, amount of supervision necessary, machinery and tool equipment, methods, schedules of work together with selection, procurement, designing, engineering and the control of equipment and materials; purchase services of others, contract or otherwise except as they may be otherwise specifically limited in this Agreement.

### ARTICLE III

#### SENIORITY

A. Seniority is defined as an employee's continuous length of service with the Township, beginning with his latest date of hire.

B. LOSS OF SENIORITY: Continuous service for seniority purposes shall be broken for any of the following reasons:

1. Discharge for just cause.
2. Voluntarily quitting employment.
3. Failure to report as required following the expiration of an approved leave of absence, unless the employee has a justifiable reason for his inability to report.

4. Absence from work without report for five (5) consecutive working days unless reasonable and satisfactory excuse for not having notified the Township is presented.

C. PROBATIONARY EMPLOYEES:

1. Newly hired employees shall be considered probationary employees for the first three (3) month period. Such employees may, during the probationary period, be terminated at any time without any recourse whatsoever.

2. Upon completion of the probationary period, an employee's seniority shall be his date of commencement of employment, including the probationary period, for purposes of benefits.

D. LAYOFF

1. In the event of layoff, departmental seniority shall prevail, provided the employee has the necessary qualifications, skills, and abilities to perform whatever work may be available.

2. Employees on layoff shall be recalled in the inverse order of layoff, provided the employee has the necessary qualifications and skills and abilities for the work available. The Township will not hire new employees while there are employees on the recall list qualified to perform the duties of the vacant position, unless such employees on recall refuse to accept such employment.

E. In all applications of seniority under this Article, where ability to perform work and physical fitness are equal as determined by the Township, seniority shall be given preference in promotions, demotions, layoffs, recalls, vacation schedules and work shifts.

F. Where more than one work shift per day within a given classification is in effect, employees within such classification will be given preference of shifts on a seniority basis only when vacancies occur or changes in the number of employees per shift are being made. Where such vacancy occurs, or where there is a change in the number of employees per shift, a senior employee will not be permitted or required to wait longer than one (1) year to exercise his preference of shift over a less senior employee.

G. The Township shall maintain an accurate, up-to-date seniority roster showing each employees' date of hire, classification and pay rate and shall furnish copies of same to the Union upon reasonable request.

H. The Township shall promptly advise the appropriate Union representatives of any change which necessitate amendments to the seniority list.

#### ARTICLE IV

##### SECTION I:

###### LEAVES OF ABSENCE

A. SICK LEAVE - Sick leave for permanent employees shall accumulate on the basis of one (1) day per month from the date of hire until the expiration of one (1) full year of employment of said employee, and thereafter fifteen (15) days per year. Sick leave for provisional and temporary employees shall accumulate on the basis of one (1) day per month or twelve (12) days per year.

Sick days are credited to all permanent employees in advance on January 1st of each year. However, it must be understood that

These days are credited anticipating the employee will work the full twelve (12) months during the year.

B. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

C. If any employee is absent for reasons that entitle him to sick leave, his supervisor or his designee shall be notified prior to the employee's starting time or in conformance with department regulations.

D. The appointing authority may require proof of illness of any employee on sick leave, whenever such requirements appear reasonable. Abuse of sick leave shall be cause for disciplinary action.

E. Sick leave credits shall continue to accrue while an employee is on any leave with pay. Credits shall not accrue while an employee is on any leave without pay, except military leave.

F. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease, not work connected.

G. Permanent employees will be permitted to use his or her sick leave for emergencies incurred by members of his or her immediate family in accordance with Civil Service regulations and Civil Service definitions: definition of immediate family as set forth by Civil Service.

SECTION II:

BEREAVEMENT PAY

A. In the event of the death of a member of the immediate family of any employee covered by this Agreement, the immediate family being mother, father, sister, brother, spouse, child, mother-in-law, father-in-law, and other relatives, who are living in the household of the employee at the time of their death, said employee shall be excused from work from the date of death until the day of burial, inclusive. The employee will be paid his hourly rate of pay for any such days of excused absence which occur during his normal workweek, but in no event more than eight (8) hours for any one (1) day.

B. In the event of the death of an employee's brother-in-law, sister-in-law, aunt, uncle, or grandparents, the employee will be excused for the day of the funeral with pay if he is scheduled to work.

C. It is intended that the above payment be made for such period only that the employee would actually have been working to the end that an employee will either receive the death benefits hereunder or holiday pay, vacation pay, military pay, jury duty pay, or disability benefit as the case may be. The above provision is intended to mean to attend the funeral of the immediate family as specified above. However, if a member of the family is buried outside the United States and the employee does not attend, one (1) day's funeral pay will be paid.

D. Employees will be required to submit proof of death for the purposes of receiving payment under Sections B and C.

SECTION III:

OCCUPATIONAL INJURY

A. Any employee who is disabled because of occupational injury shall be granted a leave of absence with full pay. Employees who are absent in accordance with the above, due to a job injury, will be reimbursed to the date of the injury, when substantiated by the Township Physician. Any amount of salary or wages paid or payable to such an employee for disability leave shall be reduced by the amount of Worker's Compensation paid under the New Jersey Worker's Compensation Act for temporary disability. Such leave shall be limited to a maximum of one hundred eighty (180) working days from the date of injury.

In the event that an injured employee received temporary disability under worker's compensation during the course of the aforementioned one hundred eighty (180) working days, he or she is to endorse said draft payable to the Township of Ewing solely and is to tender said draft to the Clerk of the Township of Ewing. Said tender of draft to the Township of Ewing will be in way of reimbursement to the aforementioned Township toward payment to the injured employee's full salary during the course of the one hundred eighty (180) working day period. In the event that the injured employee does not endorse and turn over the aforementioned draft to the Township Clerk, he or she shall not then receive full pay but only the difference between the compensation pay and his or her full pay during the one hundred eighty (180) working day period of time.

B. Employees returning from authorized leave of absence as set forth above will be restored to their original job classification and shift at the then appropriate rate of pay with no loss of seniority or other employee rights, privileges or benefits.

SECTION IV:

UNION BUSINESS

The bargaining unit is granted an aggregate of nine (9) days with pay per bargaining unit for Union convention business solely. The Union is to advise the department head of which individuals will be attending the convention and the dates of same.

SECTION V:

MILITARY LEAVE

An employee may be granted a leave of absence up to two (2) weeks to complete his military obligation. The Township will make up the difference in pay which the employee received from the military and his regular pay.

SECTION VI:

JURY DUTY

In the event that an employee is called to jury duty, the employee will be granted time off as the court requires. Their absence from work will not be counted against their regular vacation period or sick leave accumulation. The employee will be paid only for the time required to serve on jury duty, and if there are times the employee is not scheduled for jury duty, then and in that case, must report for work. All requests for jury

duty must be filed with the Department Head prior to the leave. If the employee is released from jury duty on or before 10:30 a.m. on any morning, he or she is to return to work immediately after lunch period.

SECTION VII:

NON-PAID LEAVE OF ABSENCE

A. The Township will grant a leave of absence, without pay, to one (1) employee to accept full time union employment for a period of one (1) year. The employee may request an additional six (6) months extension subject to the approval of the Township Committee. Sixty (60) days notice shall be given to the Township of any employee requesting such a leave.

B. All other leaves of absence without pay shall be at the discretion of the Township.

C. Employees returning from authorized leaves of absence as set forth above will be restored to their original classification at the then appropriate rate of pay, with no loss of seniority, or other employee rights, privileges or benefits, provided however, that sick leave and vacation leave and longevity credits shall not accrue with the exception of those on military leave.

## ARTICLE V

### GRIEVANCE PROCEDURE

Any grievance or dispute which may arise between the parties, including the application, meaning, or interpretation of this Agreement, shall be settled in the following manner:

Step 1: The Union Steward, with or without the aggrieved employee, shall take up the grievance or dispute with the employee's immediate supervisor within five (5) working days of the date of the occurrence of the grievance. The Supervisor shall attempt to adjust the matter and shall respond to the steward within three (3) working days. If the grievance or dispute is not taken up in accordance with this provision within five (5) working days of its occurrence or within five (5) working days upon learning of the existence of the alleged grievance or dispute, it shall be deemed abandoned.

Step 2: If the grievance has not been settled, it shall be presented in writing to the Department Head within five (5) days after the supervisor's response is due. The Department Head shall respond to the steward in writing within three (3) days. If the grievance is not presented in writing in accordance with this provision within five (5) days, it shall be deemed abandoned. The employee may be represented by a steward, the local Union president or his designee. Time lost from work to process grievance, and such discussions or meetings by the grievant, steward and local president or his designee will result in no loss of pay.

Step 3: If the grievance still remains not settled, it shall be presented to the Business Administrator in writing within seven (7) days after the response of the department head is due. The Business Administrator will hold a hearing within ten (10) days of receipt of presentation of the grievance to him. The Business Administrator shall respond in writing within five (5) days. If the grievance is not presented in writing, in accordance with this provision within seven (7) days, it shall be deemed abandoned. The employee may be represented by a steward, the local Union president or his designee, and representative of AFSCME Council. Time lost from work to process grievance, and such discussions or meetings by the grievant, steward and local president or his designee will result in no loss of pay.

Step 4: If the grievance still remains not settled, it shall be presented to the Township Committee, in writing, within seven (7) days after the response of the Business Administrator is due. The Township Committee shall respond within ten (10) days. If the grievance is not presented, in writing, in accordance with this provision within seven (7) days, it shall be deemed abandoned.

Step 5: If the grievance still remains not settled, the Union may, within fifteen (15) days after the reply of the Township Committee is due, by written notice to the Township Committee, request advisory non-binding arbitration. In the event advisory, non-binding arbitration is not requested within fifteen (15) days, the grievance shall be deemed abandoned, and the matter may not then thereafter be arbitrated.

The advisory, non-binding arbitration proceedings shall be conducted by an impartial arbitrator to be selected by the Employer and the Union within seven (7) days after notice has been given. If the parties fail to select an arbitrator, the State Mediation and Conciliation Service of the Public Employment Relations Commission shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The Union shall strike the first name, the other party shall then strike one (1) name. The process will be repeated and the remaining person shall be the arbitrator.

The decision of the impartial arbitrator shall be non-binding and advisory to both parties. The impartial arbitrator shall be requested to issue his decision within thirty (30) days after conclusion of testimony and argument and upon his closing of the matter.

The expense for the arbitrator's services shall be borne equally by the Employer and the Union. If either party desires a verbatim record of the proceedings it may cause the same to be made, providing it pays for the record and makes a copy available, without charge, to the other party and to the arbitrator.

The only grievances or disputes which may be submitted for advisory non-binding arbitration shall be those arising out of the meaning, application and interpretation of the provisions of this Agreement. Nothing in the foregoing shall be construed to empower the impartial arbitrator to make any award amending, .

changing, subtracting from or adding to the provisions of this Agreement.

It is understood and agreed that the subject of general wages shall not be subject to advisory, non-binding arbitration.

It is intended by this provision to give an employee the option to appeal his case under Civil Service rules and regulations and through Civil Service procedures or advisory, non-binding arbitration, but not both. It is not intended to change, modify, or alter in any fashion the Civil Service rules and regulations, but in effect only to give additional alternative remedy to an employee. A grievant may elect to proceed under either advisory, non-binding arbitration or Civil Service, not both.

## ARTICLE VI

### SECTION I:

#### HOURS OF WORK

The work week shall consist of five (5) consecutive eight (8) hour days.

### SECTION II:

#### WORK SCHEDULE

Work schedules showing the employee's shifts, workdays, and hours of work shall be posted on all department bulletin boards at all times.

Except for emergency situations, work schedules shall not be changed unless the changes are mutually agreed upon by the Union and the Employer.

### SECTION III:

possible among employees in the same job classification.

Overtime opportunities shall be distributed as equally as have this time credited as time worked.)

(Employees absent due to excused sick, vacation or holiday, will Sunday shall be paid at the rate of double time as such.

E. All work performed by the Sanitation Department on computing overtime.

such holiday shall be considered as a day worked for purposes of workday and employees are not required to work on said holiday, pay plus holiday pay.

E. In the event that any holiday shall fall on a regular Veteran's Day, which shall be paid at straight time by regular Lincoln's Birthday, Washington's Birthday, Columbus Day, and on the following holidays: Martin Luther King's Birthday, and one-half (1-1/2) plus holiday pay except all work performed and time.

D. All work performed on a holiday shall be paid at time hours, sick time, and vacation will be construed as days worked.

C. All work performed on the sixth work day as such of any work week, provided the employee has worked a total of forty (40) hours.

B. Weekly - All work performed in excess of forty (40) in any workday.

A. Daily - All work performed in excess of eight (8) hours but compensation shall not be paid twice for the same hours, pay shall be paid for work under any of the following conditions, Time and one-half (1-1/2) of the employees regular rate of OVERTIME

department and shift. It is understood that nothing in this clause shall require payment for overtime hours not worked.

When an employee is required to work overtime in an emergency, for snow removal, and has worked a minimum of four (4) hours overtime, in addition to regular shift, then in that case the Township will make provisions for meal allowances, not to exceed eight dollars (\$8.00).

SECTION IV:

CALL IN TIME

An employee who is required and returns to work during overtime shall receive pay for the actual time and one-half (1-1/2) his regular rate of pay for the guaranteed four (4) hours pay. The employee will be paid time and one-half (1-1/2) his regular rate of pay for the actual time he worked and will be given the opportunity to go home when the assignment he was called in for is completed. In the event the employee desires to leave work when the assignment is completed he will then be paid straight time from the completion of the work assigned to him for the remaining time up to four (4) hours. If the employee decides to stay, the supervisor may provide work for the remaining time of the four (4) hours.

When the four (4) hours called-in time pay overlaps with the regular shift, the employee from that time on will not receive time and one-half (1-1/2) but his or her straight time pay.

\* Denotes working paid Holidays

Holiday)

- 14. Employee's Birthday (in lieu of day after Thanksgiving)
- 13. Christmas Day
- 12. Thanksgiving Day
- 11. Veteran's Day
- 10. General Election Day
- 9. Columbus Day
- 8. Labor Day
- 7. Independence Day
- 6. Memorial Day
- 5. Good Friday
- 4. Washington's Birthday
- 3. Lincoln's Birthday
- 2. Martin Luther King's Birthday
- 1. New Year's Day

holidays under this Agreement:

A. There shall be fourteen (14) paid holidays during the term of this Agreement. The following days will be recognized as

## HOLIDAYS

### ARTICLE VII

hour.

Mechanics who have to provide their own tools will receive additional compensation at the rate of fifteen (\$.15) cents per hour actually worked in the higher classification.

Classification when authorized by his immediate supervisor for the time actually worked in the higher classification.

Consecutive hours shall be paid at the rate of the higher classification other than his own for at least four (4) consecutive hours.

Any employee who performs work in a higher paid

shall be as set forth in Appendix A attached.

The pay scales for all employees covered by this Agreement

## PAY SCALES OR RATES OF PAY

### SECTION V:

Leave.

6. Whenever a holiday falls during the time an employee is on paid sick leave that day will not be charged against his sick

months seniority are eligible for holiday pay.

E. Permanent employees with three (3) or more consecutive

on an excused absence.

work this is not scheduled workday immediately preceding and this

E. In order to qualify for holiday pay, the employees must

be taken because of pressure of work.

employee's option, unless the ownership determines that it cannot

vacation period. The hotel shall be compensated at the

D. In the event a holiday falls within an employee's

### County sets forth.

completely with State, City of Trenton, or County, it will be  
celebrated on the date either the State, City of Trenton, or

Of in the event the Townshend has to change the date to

such domain standards, and may take a day or two to agreeable day off at another

For more information, contact the U.S. Environmental Protection Agency (EPA) at 1-800-424-1302.

C. In the event a holiday falls on a Sunday, it shall be

N10.10.3

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has to change the date to comply with State, City of Trenton, or

celebrated on the preceding Friday. In the event the Townshend

to the event a holiday falls on a Saturday. It shall be

All permanent employees, full time temporary and full time professional employees, other than seasonal, shall be entitled to vacation leave based upon their years of continuous service. Periods of time on leave of absence without pay, except for

## VACATIONS

### ARTICLE VIII

prior to the signing of this Agreement.

The employee's birthday, as a paid holiday, will only be granted to those employees who are hired by the Township of Elwing.

The employee's birthday, as a paid holiday, will only be another day with the approval of the department head.

cannot be taken because of pressure of work, it can be taken on another day with the department head. If the department head determines it

celebrate his birthday at a later date in 1987 with the approval due prior to the signing of this Agreement, the employee shall

In the event the employee's birthday for the year 1987 falls day with the approval of the department head.

taken because of pressure of work, it can be taken on another head approves it. If the department head determines it cannot be

he may celebrate it on the following Monday if the department on another day with the approval of the department head.

In the event that the employee's birthday falls on a Sunday, it cannot be taken because of pressure of work, it can be taken department head approves it. If the department head determines it

Saturday, he may celebrate it on the preceding Friday if the department head approves it. If the department head determines it

I. In the event the employee's birthday falls on a Saturday, he may celebrate it on the preceding Friday if the department head approves it. If the department head determines it

H. Employees who are on leave of absence without pay, will not be eligible for holiday pay.

military leave, shall be deducted from the employee's total continuous service for purposes of determining the earned service credit for vacation leave. Vacations with pay shall be granted to employees as follows:

One year through 5 years.....	14 working days
6 years through 11 years.....	17 working days
12 years to 17 years.....	22 working days
13 years and over.....	23 working days
12 years and over.....	24 working days
20 years and over.....	25 working days

From date of hire until expiration of one (1) full year of employment of said employee.....1 day per month

One year through 5 years.....14 working days

6 years through 11 years.....17 working days

12 years to 17 years.....22 working days

13 years and over.....23 working days

12 years and over.....24 working days

20 years and over.....25 working days

Part-time employees shall receive vacation credit for the rate of pay in effect for the employee's regular straight time rate of pay in immediately preceding the employee's vacation job on the pay day immediately preceding the employee's vacation period.

C. Vacation allowance must be taken during the current calendar year at such time as permitted unless the appointment calendar year in which the employee is entitled to full vacation allowance for the current year only.

D. A permanent employee who returns from military service is entitled to full vacation allowance for the calendar year of return, and for the year preceding, providing the latter can be taken during the year of return.

E. An employee who is retiring or who has otherwise separated shall be entitled to the vacation allowance for the calendar year in which the separation or retirement becomes current year provided upon the number of months worked in the current year.

effective and any vacation leave which may have been carried over from the preceding calendar year.

F. Whenever a permanent employee dies, having any earned annual vacation leave, there shall be calculated and paid to his estate a sum of money equal to the compensation figured on his salary rate at the time of his death. Notwithstanding the above schedule, in the year in which an employee receives an additional number of vacation days, those additional days shall be prorated from the employee's anniversary date that year through the end of the calendar year.

G. Vacation leave credits shall continue to accrue while an employee is on leave with pay. Credits shall not accrue while an employee is on leave without pay, except military leave.

H. Employee called back to work while on vacation shall receive double time for that time.

I. A permanent employee is permitted to carry over one-half the unused vacation cannot be carried over for more than one unreasonably withheld. It is understood between the parties that the approval of the department head; said approval not to be of this unused vacation into the following year solely, subject to the unused vacation of the employee and will not be based on seniority.

J. Employees are required to submit requests for vacation leave no later than April 15th of each calendar year. Requests received after April 15th of each calendar year are at the discretion of the employee and will not be based on seniority.

A. The Employer agrees to make available a bulletin board at the Transfer Station. The said bulletin board shall be used for posting of the following notices: Union meetings, Union elections and returns, Union appointments to office and Union recreations and returns, Union appointments to office and Union competitions jurisdictional or social affairs.

B. If any provision of this Agreement is subsequently declared by the Legislative or judicial authority or court of competent jurisdiction to be unlawful, unenforceable or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect during the duration of this Agreement. The parties agree immediately to negotiate a substitute for the invalidated portion thereof.

C. Proposed modifications, changes or new rules and regulations will be discussed by the members of the bargaining unit and the respective department prior to formal adoption.

Members of the respective unit may further make recommendations with regard to the aforementioned proposed modifications, changes or new rules and regulations to the respective unit and the department.

or new rules and regulations to the respective department.

#### GENERAL PROVISIONS

## ARTICLE IX

D. LONGEVITY - Employees of the Township shall be paid in addition to their salaries, longevity pay on completion of the years of service as of the anniversary date of hire as listed below:

5 years .....	\$300.00 annually
10 years .....	\$500.00 annually
15 years .....	\$700.00 annually
20 years .....	\$900.00 annually
24 years .....	\$1,300.00 annually
30 years .....	\$1,700.00 annually
35 years .....	\$2,100.00 annually

All employees who have completed the above required years of service during any quarter of the calendar year shall be paid at the beginning of the next quarter the pro-rated sums of longevity as set forth in the schedule herein above.

Longevity shall be paid to full-time permanent employees only and the amount to be paid shall be based on the years of continuous service with the Township.

The aforementioned longevity payments will be distributed to the employee on a pro-rated basis in their bi-weekly salary payment from the Township, during the course of the year. In other words, the employee in each of his checks from the Township will receive one-twenty-sixth (1/26th) of the longevity due him, with the exception of overtime hours.

E. CLASSIFICATION AND JOB DESCRIPTION - The classifications for employees covered by this Agreement are attached hereto as Appendix A and by reference are made part of this Agreement.

If during the term of this Agreement the Township determines that new job descriptions and/or classifications be established or that changes be made in existing job descriptions and/or



with work assignments of others. The Employer's safety member will accompany him on his investigation.

G. REST PERIOD - The Employer shall grant one (1) fifteen (15) minute paid rest period in the A.M. at a time designated by the respective department head.

H. LATENESS AND ABSENCE - Employees have the responsibility to notify their supervisor prior to the beginning of their assigned shift if they are to be tardy or absent.

I. CONTRACTING WORK OUT - The Employer shall have the right to be performed by the Employer may be carried out for the benefit of the public, which determination shall not be subject to the grievance procedure. Such contracting or sub-contracting to others as it may see fit in order that the services which have to offer shall have the right to be suspended or terminated.

J. EMERGENCY - In an emergency, each and every employee shall be subject to call for overtime duty and it is each employee's responsibility to cooperate and accept such overtime as is in jeopardy. The determination as to what condition of time when the health, safety and general welfare of the public work, when required. Emergency is hereby defined as that period of time when the health, safety and general welfare of the public is in jeopardy. The determination as to the sole discretion of the constituted an emergency will be at the sole discretion of the Mayor and will not be subject to the grievance procedure.

Service Plan of New Jersey prescription program. Each employee and their eligible dependents through the Hospital prescription program shall provide benefits to all eligible unit Township of Ewing and administered by same. The drug Jersey. The premium for said program shall be paid by the drug provision through the Hospital Service Plan of New C. The Township of Ewing will continue the prescription accordance with applicable New Jersey Statutes.

B. The Employer agrees to provide retirement benefits in program.

*Article X*

A. The Employer will continue to provide hospitalization and medical insurance through New Jersey Blue Cross-Blue Shield under the 14-20 Health Plan, to all employees and their dependents covered under this Agreement as defined in the

#### INSURANCE AND RETIREMENT BENEFITS

##### ARTICLE X

K. In the event that a disaster or an emergency is declared by the Mayor of Ewing Township and the members of the Bargaining Unit work that day and were not released prior to the eight (8) hours for the regular shift and the other employees of Ewing Township do not work that day because of the declared disaster or emergency, in that event the Bargaining Unit employees will be given a compensatory day. The comp day is to be taken at the discretion of the department head.

L. All truck drivers and equipment operators employed by the Department of Sanitation after January 1, 1990, must possess an articulated license.

Prescription required by a competent medical authority for general legend drug shall be paid for by the carrier subject to a deductible provision which shall not exceed \$3.00 per prescription and further subject to specific procedural and administrative rules and regulations which are part of the program.

Each employee shall be provided with an authorization and identification card, a list of the participating pharmacies in the program, and brochure describing the details of the program. The employee shall coverage for a permanent employee and his dependents, the dependents as defined in the State of New Jersey Health Benefits Program, after the permanent employee has retired, up to the date of the retired employee's death, provided said permanent employee retired after twenty-five (25) years or more of service credit in such retirement system, or those permanent employees credited in such retirement system, or such permanent employees who retired on disability pension based on fewer years of service credit as set forth by Chapter 88.

E. Permanent employees covered by this Agreement shall be eligible to receive eye care benefits outlined below upon presentation of receipted bills:

Full-time employees and eligible dependents as defined shall be eligible for a maximum payment of \$45.00 or the cost of whichever is less, of an eye examination by an Ophthalmologist or an Optometrist, with not more than one (1) payment per half

individual, every two and one half (2-1/2) years.

permitted 7-1-92 thru 6-30-93 the eligible employee and his eligible

EXAMPLES: (1) For the period 1-1-91 thru 6-30-92-the

employed for a minimum of ninety (90) days.

this benefit after the permanent employee has been continuously  
of New Jersey Health Benefit Program Act) will be eligible for  
The employee and his dependents, (as set forth in the State  
of the Township of Ewing.

\$1900.00 for the period 7-1-92 thru 6-30-93 above the \$50.00 deductible  
per period for dental services. The employee must submit paid  
receipt for all dental services incurred, and must complete and  
sign vouchers for the dental services to qualify for payment by  
the Township of Ewing.

the sum of \$500.00 for the period 1-1-91 thru 6-30-92 and \$500.00  
services for the eligible employee and his eligible dependents in  
dependents. The Township will pay a total maximum for dental

deductible per year for the eligible employee and his eligible  
for the previous year. There shall be a total \$50.00 dental  
benefits to all eligible units employees and their eligible dependents, as set  
forth previously. The Township will provide certain dental benefits to all  
dependents. The Township will pay a total maximum for dental

F. Upon execution of this Agreement by all parties, the

employed for a minimum of ninety (90) days.

this benefit after the permanent employee has been continuously  
of New Jersey Health Benefit Program Act) will be eligible for  
The employee and his dependents (as set forth in the State  
individual every two and one-half (2-1/2) years.

be eligible for a maximum payment of \$40.00 towards the cost of  
prescription optical lenses, with not more than one (1) payment  
per individual.

full time employees and eligible dependents as defined shall

*ABW  
M/H*

Township of Ewing.

(4) For the period fiscal year 1993 (7/1/92 - 6/30/93) the eligible employee and his eligible dependents incurred and expended a total sum of \$900.00 for dental services, the employee would receive a total sum of \$500.00 from the Township of Ewing.

(3) For the period fiscal year 1993 (7/1/92 - 6/30/93) the eligible employee and his eligible dependents incurred and expended a total sum of \$300.00 for dental service, the employee would receive a total sum of \$250.00 from the Township of Ewing.

of the evaluation unless such agreement is stated thereon.

form. Such signature does not mean agreement with the contents her signature or not place his or her signature on the evaluation be reviewed with the employee and the employee may place his or B. Each regular written evaluation of work performance may shall be placed in his or her file.

reasonable length of time to anything therein and said response of this agreement. He or she shall be allowed to respond in a performance or conduct prepared by the Township during the term of certification, commendation or any evaluation of his or her work appropriate official of the Personnel Department to examine any to review his or her personnel folder in the presence of an written request to the Personnel Department have an opportunity A. An employee shall within five (5) working days of

#### ACCESS TO PERSONNEL FOLDS AND EVALUATIONS

##### ARTICLE XI

\$500.00 from the Township of Elwing.

dependent services; the employee would receive a total sum of dental services incurred and expended a total sum of \$600.00 for dependents

4-98-Elwing-6-30-93, the eligible employee and his eligible

(2) For the period 1-1-91 thru 6-30-92-Elwing-perfod-7-  
M/

Township of Elwing.

dependent services; the employee would receive \$250.00 from the dental services incurred and expended a total sum of \$300.00 toward

include a description of the job, any required qualifications, in all work locations on the bulletin boards. The posting will department or departments of the bargaining unit will be posted **Excluding or Planned Civil Service job vacancies in the**

## POSTING OF JOBS

### ARTICLE XIV

phase of employment.

membership kits or packages to new employees during the initial Township and the Union. The Union agrees to distribute such agreement as well as other material mutually agreed to by the of the Union, and membership application and a copy of this information for distribution to new employees, including the role The Union may supply kits or packages which contain

## MEMBERSHIP PACKETS

### ARTICLE XIII

vacation or sick leave.

withheld. Personal days shall not be taken in conjunction with conditions warrant, but authorization shall not be unreasonable reserves the right to deny request for personal days as taken only upon authorization by said supervisor. The Township event that less than 48 hours notice is given, said leave may be notice therefore has been given the employee's supervisor. In the personal business. Said leave shall not be taken unless 48 hours be entitled to three days per year leave of absence with pay for Employee covered by the provisions of this Agreement, shall

## PERSONAL DAYS

### ARTICLE XII

accumulated sick leave.

recessive supplemental compensation for each earned and unused credit, any earned and unused sick leave, shall be entitled to retirement in accordance with P.E.R.S., and have to this or her permanent employees in the bargaining unit who enter regular

#### UNUSED SICK LEAVE-RETIREMENT

#### ARTICLE XVI

employee up to \$60 per pair for these shoes.

to the employees who are entitled to same and will reimburse the  
The Township of Ewing will continue to provide safety shoes  
unitforms out of the clothing allowance provided for herein.

Employees are responsible for the purchase and maintenance of  
for the period beginning July 1, 1992 and ending June 30, 1993.  
Each employee shall also receive a clothing allowance of \$200.00  
the period beginning January 1, 1991 and ending June 30, 1992.  
each employee shall receive a clothing allowance of \$300.00 for  
style, color, etc. After unitform type and style are determined,

shall be established to discuss the unitforms <sup>as-to</sup> the type.  
consultation with the Union. A management - Union committee

unitforms shall be selected by management with input and  
All employees are required to wear unitforms to work. The

#### WORK UNIFORMS

#### ARTICLE XV

copy of the posting will be given to the Union President.

application must be made within five working days of posting. A  
by employees interested in making application and said  
the location of the vacancies and the procedures to be followed

attached hereto and made a part hereof.

this agreement shall be as set forth in the new Appendix "A".

a 5% wage increase. The hourly rate for employees covered by a 5% wage increase, covered by this agreement shall receive

year 1992 - 1992 employees covered by this agreement shall receive

agreement shall receive a 4.5% wage increase. For the fiscal

For the fiscal year 1991 - 1992, employees covered by this

this Agreement shall receive 3% increase over their 1990 wages.

For the period 1-1-91 thru 6-30-91, employees covered by

## WAGES

## ARTICLE XVII

calendar year.

accumulated sick time by-back will be paid in the following

date of retirement or the employee's intent of retire, then the

writing at least six (6) months prior to the employee's effective

that if the employee has failed to notify the municipality in

days after the effective date of retirement, provided however,

supplemental compensation shall be paid in a lump sum within 60

(\$11,000.00) dollars during the term of the contract. This

supplemental compensation shall exceed eleven thousand

date of this retirement, provided, however, that no such

during the last year of this employment prior to the effective

sick leave based upon the average annual compensation received

rate of pay for each day of the earned and unused accumulated

at the rate of one-half (1/2) of the eligible employees daily

The supplemental compensation to be paid shall be computed

The parties agree that they have fully bargained and agreed upon all terms and conditions of employment and incorporate the complete and final understanding, and settlement by the parties of all bargaining issues which were or could have been the subject of negotiations.

#### FULLY BARGAINED

#### ARTICLE XX

It any provision of this Agreement shall be held invalid by any court of law or by tribunal of competent jurisdiction including but not limited to the New Jersey Department of Civil Service, or if compliance with or enforcement of any provisions should be restrained by such tribunal pending final determination as to its validity, such provision shall be inoperative but all other provisions of this Agreement shall not be affected thereby and shall continue in full force and effect.

If any provision of this Agreement shall be held invalid by

#### SEPARABILITY AND SAVINGS

#### ARTICLE XIX

This Agreement shall remain in full force and effect until January, 1991, and shall commence on March 1, 1993, by and including any renewal or replacement for the fiscal year 1993 - 1994 shall commence on March 1, 1993, by and between the parties hereto by notice by either served, regular mail, upon the other.

Notices concerning any renewal or replacement for the

midnight on June 30, 1993.

This Agreement shall be effective as of the first day of January, 1991, and shall remain in full force and effect until

#### TERM OF CONTRACT

#### ARTICLE XVIII

SANTITATION DEPARTMENT					
1991 APPENDIX A					
First F.Y. F.Y.					
3% 4.5% 5%					
Six Months 1991/1992 1992/1993					
TITLE P/HR ANNUAL P/HR ANNUAL P/HR ANNUAL					
Truck Driver Heavy 12.23 = 25.438 12.78 = 26.582 13.42 = 27.914					
Heavy Laborer 11.17 = 24.482 12.30 = 25.584 12.92 = 26.874					
Recycling Laborer 10.44 = 21.715 10.91 = 22.693 11.46 = 23.837					

FOR THE UNION

WITNESS:

*John G. Long**John G. Long*

TOWNSHIP OF EMING

WITNESS:

IN WITNESS WHEREOF, we have hereunder set our hands and  
 sealed the date and year first hereinabove written.

*John H. Smith*  
*Marketing*

*John C. Clegg*  
*Marketing*

beginning July 1, 1993, Bargaining Unit Contract will revert back to a two (2) year span regarding Article X Insurance and Retirement benefits under Clause E-Eye Plan. This item will remain negotiable for future contracts. The two and a half (2-1/2) year stipulation in the 1991-1993 contract is for this time period only. Future negotiations will be for time and monetary renumeration.

*MH*

JANUARY 1, 1991 THROUGH JUNE 30, 1993

BARGAINING UNIT CONTRACT

ROAD, RECREATION AND SANITATION

ADDENDUM